



been increased in consequence of such expenditure, then the rent by reference to which compensation shall be assessed under this section shall be the actual rent after deducting the annual sum by which the same has been increased in consequence of such expenditure, but so that the annual sum thus deducted shall not exceed interest after the rate of 5l. per cent. per annum on the sum expended; and whenever there shall appear to have been an increase of rent since the expenditure in improvements by the landlord or his predecessor in title, it shall be presumed, in the absence of evidence to the contrary, that the increase was in consequence of the expenditure.

Line 5. } Leave out ("£10 ") and insert ("£4 ")  
 Line 7. }

Line 12. After ("tenant") insert ("or his predecessors in title")

Line 22. After ("writing") insert ("or lets the same or any part thereof in comacre, after he has been prohibited in writing by the landlord or his agent from so doing")

Line 24. Leave out from ("section") to ("(3.)") in line 41.

*Page 4.*

Line 1, leave out ("thirty-one") and insert ("twenty-one")

Line 18, after ("void") insert ("both at law and in equity"),  
 after ("shall") insert ("be subject to the enactment contained in the twelfth section of this Act, and")

Line 15, leave out ("thereafter until") and insert ("no longer unless")

Line 27, after ("made") insert ("before the passing of this Act, and")

Line 28, leave out ("passing of this Act") and insert ("claim of such compensation shall have been made")

*Page 5.*

Line 13, leave out ("title to which is") and insert ("right to which compensation is expressly")

Line 18, after ("term of") insert ("a life or")

Line 37, after ("tenant") insert ("or his predecessors in title")

*Page 6.*

Lines 5 and 6, } Leave out ("cultivation in a due course of  
 Lines 8 and 9, } "husbandry") and insert ("due cultivation")

Line 10, after ("landlord") insert ("nor shall anything in this Act contained authorise or empower any tenant or occu-

" pier, without the previous consent in writing of the landlord, to break up or till any land or lands usually let, occupied, or used as grazing or grass lands, or let expressly as grazing or meadow land, or to cut timber without the consent of the landlord; provided that the tenant may cut timber planted and registered by him or his predecessors in title ")

Line 14, after (" void ") insert (" both at law and in equity, subject, however, to the enactment contained in the twelfth section of this Act, and to the provision in this section as to any improvement made in pursuance of a contract entered into for valuable consideration therefor ")

Page 7.

Line 4, after (" pounds ") insert—

(" (5.) Where the Court shall be of opinion that in consequence of its being proved to have been the practice on the holding, or the estate of which such holding forms part, for the landlord to make such improvements, such presumption ought not to be made:

(6.) Where from the entire circumstances of the case the Court is reasonably satisfied that such improvements were not made by the tenant or his predecessors in title:

Provided always, that where it is proved to have been the practice on the holding, or the estate of which such holding forms part, for the landlord to assist in making such improvements, such presumption shall be modified accordingly.") And also insert Clause (A.)

Any landlord or tenant who may be desirous of preserving evidence of any improvements made by himself or by his predecessors in title, before or after the passing of this Act, may at any time (subject to the provisions herein-after contained) file a schedule in the Landed Estates Court, specifying such improvements, and claiming the same as made by himself or his predecessors in title; and such schedule so filed shall be *prima facie* evidence that such improvements were made as therein mentioned: Provided always, that notice in writing of the intention to file such schedule, together with a copy thereof, shall be given by the landlord to the tenant for the time being of the holding on which such improvements shall have been made (or by the tenant to the landlord, as the case may be,) within the prescribed time before applying to the Landed Estates Court to file the same; and if the person receiving such notice shall dispute the claim made by such schedule, either wholly or in part, he shall be at liberty within the prescribed time

CLAUSE A.  
Permissive  
registration  
of improve-  
ments.

and in the prescribed manner to apply to the Civil Bill Court to determine the matter in difference, and in such case such schedule shall not be filed unless or until leave shall have been given to file the same either in its original or in any amended form by the Civil Bill Court; provided also, that before filing any such schedule proof shall be made in the Landed Estates Court by statutory declaration that the notice hereby required has been duly given, and that no application has been made within the prescribed time by the party receiving such notice to the Civil Bill Court; or (if any such application has been made) that leave has been given by the Civil Bill Court to file such schedule.

Line 11, after ("tenant") insert ("on quitting his holding")

Line 22, after ("respect") insert ("or as covering the value"), and leave out ("his") and insert ("the")

Line 27, after ("tenant") insert ("or his predecessors in title")

*Page 8.*

Line 7, after ("rent") insert ("or for breach of any condition against assignment, sub-letting, bankruptcy, or insolvency")

Line 8, leave out from ("landlord") to ("and") in line 12.

Line 14, after ("rent") insert ("or for breach of any such condition as aforesaid")

Line 16, at end of Clause 8, add ("provided that in the case of a person claiming compensation on the determination by ejectment for nonpayment of rent of a tenancy existing at the time of the passing of this Act, and continuing to exist without alteration of rent up to the time of such determination, the Court may, if it think fit, treat such ejectment as a disturbance if the arrear of rent in respect of which it is brought did not wholly accrue within the three previous years, and if any earlier arrear remained due from the tenant at the time of commencing the ejectment: Provided, that no tenant who shall have given notice of surrender, and afterwards refuse to give up possession in pursuance of such notice, shall be entitled to any compensation under section three of this Act though evicted by the landlord in a suit founded on such notice")

Line 27, leave out ("a proportionate") and insert ("an"), and after ("rent") add ("proportionate to the annual value of the land so taken by the landlord")

Line 32, leave out ("or by succession")

Line 38, after ("aforesaid") insert ("whose holding, or the  
" aggregate of whose holdings in Ireland is ")

Page 9.

Line 2, after ("claim") insert Clauses (B.) and (C.)

Where the holding in respect of which compensation is claimed under section three of this Act is held under a tenancy from year to year existing at the time of the passing of this Act, and such tenancy is assigned without the consent of the landlord, and the landlord does not accept the assignee as his tenant, no compensation shall be payable by the landlord under the said section in any of the cases following:

CLAUSE B.  
Restriction  
as to com-  
pensation in  
certain cases  
of assign-  
ment.

- (1.) Where the rent of such holding is in arrear at the time of such assignment so as to render the tenant liable to eviction for nonpayment of rent, and such arrear is due by the tenant:
- (2.) Where such holding forms part of an estate upon which the assignment of holdings without the consent or approval of the landlord is contrary to or not warranted by the practice prevalent upon such estate:
- (3.) Where the Court shall be of opinion that the refusal of the landlord to accept such assignee as tenant is a reasonable refusal:

Provided always, that the transmission of a tenancy by bequest to the husband or wife, or to any one child or grandchild, or to any one brother or sister, or to any one child or grandchild of a brother or sister of the tenant, or the devolution of a tenancy by operation of law upon an intestacy or marriage, shall not be deemed an assignment within the meaning of this section.

Where it is proved to the Court that the tenant of any holding held under a tenancy from year to year existing at the time of the passing of this Act is evicted by the landlord by reason of the persistent exercise by such tenant of any right not necessary to the due cultivation of his holding, and from which such tenant is debarred by express or implied agreement with his landlord, such eviction shall not be deemed a disturbance of the tenant by the act of the landlord, or where the tenant of any holding so held as last aforesaid at the time of the passing of this Act is evicted by the landlord by reason of the tenant's unreasonable refusal to allow the landlord, or any person or persons authorised by him in that behalf, he or they making reasonable amends and satisfaction

CLAUSE C.  
Eviction in  
certain cases  
not to be  
deemed a  
disturbance.

for any injury to be done or occasioned thereby, to enter upon the holding for any of the purposes following; that is to say,

Mining or taking minerals;

Quarrying or taking stone, marble, gravel, sand, or slate;

Cutting or taking timber or turf;

Opening or making roads, drains, and watercourses;

Viewing or examining the state of the holding and all buildings or improvements thereon;

Hunting, shooting, or fishing, or taking game or fish:

Such eviction shall not be deemed a disturbance of the tenant by the act of the landlord, unless it shall be shown that the landlord is persisting in such eviction after such refusal has been withdrawn by the tenant.

Line 10. } after ("holding") insert ("let to be")  
Line 14. }

Line 21, leave out ("six") and insert ("seven")

Line 23, leave out ("of the landlord")

Line 30, At end of clause 12 add—

"(5.) Any cottage allotment not exceeding a quarter of an acre."

Line 36, after ("landlord") insert ("or in his absence his known agent")

Line 37, after ("claim") insert ("subject to such amendment  
"as the Court may allow, together with the dates at which  
"and the periods within which such particulars are severally alleged to have accrued")

#### Page 10.

Line 8. At the end of clause 14 add ("unless within the time  
"and in the manner prescribed in that behalf such dispute  
"shall have been settled by agreement between the landlord  
"and tenant.")

Line 24, leave out ("six") and insert ("seven")

Line 32, after ("disallowed") insert Clause (D.)

CLAUSE D.  
Order of  
Court to be  
in writing,  
&c.

In every case of dispute between landlord and tenant heard before the Civil Bill Court the order of the Court shall be reduced into writing in the form of a decree or award (as the case may be), and shall state the items of claim allowed, that is to say, the particulars and character of loss sustained by the tenant in quitting his holding, and of the improvements and payment to his predecessor in title in respect to which compensation may have been awarded to the tenant under the third, fourth, and seventh

sections, and also the particulars of any set-off, objection, default, or conduct allowed or taken into account. Such decree or award to be made in the prescribed form.

*Page 11.*

Line 6, leave out from the first ("or") to the end of the clause, and insert ("deposited in manner herein-after mentioned. A landlord shall in all cases have the option of depositing in the manner prescribed the amount of compensation due; and if at any time after the making of a claim for compensation as herein-before directed, and before finally giving up possession of his holding, a tenant shall be alleged to have done any damage to his holding, or the buildings thereon, the Court shall inquire into the same, and allow to the landlord out of the money so deposited such compensation as it may deem just, including mesne rates. In no case shall a tenant, except by special leave of the Court, be entitled to receive the money so deposited until he shall have given up possession of his holding. Where compensation is awarded in respect of any holding to be paid by any landlord who is himself a tenant of such holding, the tenant to whom such compensation is awarded shall not by reason of such compensation not being paid or deposited in manner aforesaid by such landlord be entitled under this section as against a superior landlord not liable to such compensation, to retain possession of the holding after the expiration or determination of the title thereto of the landlord by whom such compensation was so awarded to be paid as aforesaid.")

Line 34, after ("judge") insert ("Provided always, that the judge shall himself without a jury decide any question of fact arising in any case brought before him under this Act.

*Page 12.*

Line 18, leave out ("so far as the same involves questions of fact")

Line 20, after ("appeal") insert ("the judge before whom such question arises may, if he thinks fit, require that the same shall be heard and determined by both the said judges and thereupon")

[204.] A 4

- Line 39, after (" Rolls ") insert (" the Lord Justice of Appeal ")  
Line 40, after (" Rolls ") insert (" or Lord Justice of Appeal ")

*Page 15.*

- Line 7, leave out (" thirty-one ") and insert (" thirty-five ")  
Line 18, after (" him ") insert (" or his predecessors in title ")

*Page 16.*

- Line 11. After (" Rolls ") insert (" Lord Justice of Appeal ")  
Line 25. Leave out (" whom ") and insert (" or from whom  
" and the manner in which ")  
Line 26. After (" paid ") insert (" or deducted ")

*Page 19.*

- Line 10. After (" may ") insert (" from time to time ")

*Page 20.*

- Lines 34 and 35, leave out (" such advance being made such  
" holding shall upon ")  
Line 36, after (" Court ") insert (" and upon such advance  
" being made by the board such holding shall ")  
Line 40, leave out (" commencing at the date of the advance ")

*Page 21.*

- Line 6, leave out (" upon any such advance being made ")  
Line 8, after (" Court ") insert (" and upon such advance being  
made by the board ")  
Lines 12 and 13, leave out (" commencing from the date of the  
" advance ")  
Line 17, leave out (" upon such advance being made the hold-  
" ing shall ")  
Line 18, after (" Court ") insert (" and upon such advance  
" being made by the board such holding shall ")  
Lines 22 and 23, leave out (" commencing from the date of the  
" advance ")

*Page 22.*

- Line 6, leave out from (" years ") to (" Any ") in line 11.

*Page 23.*

- Line 4, leave out (" commencing from the date of the  
" advance ")  
Line 14, after clause 44, add (" The term during which every  
" such annuity shall be payable shall be computed from the  
" date of the advance in respect of which the same shall be



" charged, and every such annuity shall be payable in equal  
 " half-yearly payments on every first day of May and every  
 " first day of November during the said term of thirty-five  
 " years, with such apportionment, if any, as may be neces-  
 " sary in respect of the first and last of such payments."

*Page 25.*

Line 5, after ("tenant") insert ("of a holding as defined  
 " under this Act")

Line 9, after ("agent") insert ("lawfully authorised there-  
 " unto")

Line 13, } leave out ("a year") and insert ("six calendar  
 Line 14, } " months")

Line 16, after ("the") insert ("calendar")

*Page 26.*

Line 32, at end of clause 58 add ("by the Privy Council in  
 " Ireland")

*Page 27.*

Line 12, after ("who") insert ("under any tenancy whatsoever  
 " created")

Lines 17 and 18, leave out ("for the purposes as such cess")  
 and insert ("under the Acts relating to the valuation of  
 " rateable property in Ireland")

Line 34, leave out ("for the purposes of grand jury cess") and  
 insert ("under the Acts relating to the valuation of rateable  
 " property in Ireland")

*Page 28.*

Line 36, after ("will") insert ("or less than a tenancy from  
 " year to year")

*Page 29.*

Leave out clause 66.

Line 33, at end of clause 67 add—

The term "landlord" in relation to a holding shall include a  
 superior mesne or immediate landlord or any person for the  
 time being entitled to receive the rents and profits or to take  
 possession of any holding :

The term "tenant" in relation to a holding shall mean any  
 tenant from year to year and any tenant for a life or lives or  
 [204.] B

for a term of years under a lease or contract for a lease, whether the interest of such tenant has been acquired by original contract, lawful assignment, devise, bequest, or act and operation of law, and where the tenancy of any person having been a tenant under a tenancy which does not disentitle him to compensation under this Act is determined or expiring, he shall, notwithstanding such determination or expiration, be deemed to be a tenant until the compensation, if any, due to him under this Act has been paid or deposited as in this Act provided :

The term " improvements " shall mean in relation to a holding,—

- (1.) Any work which being executed adds to the letting value of the holding on which it is executed, and is suitable to such holding ; also,
- (2.) Tillages, manures, or other like farming works, the benefit of which is unexhausted at the time of the tenant quitting his holding.

Leave out clause 68 and insert clause (E.)

CLAUSE E.  
Agricultural  
holdings  
only subject  
to Act.

This Act shall not apply to any holding which is not agricultural or pastoral in its character, or partly agricultural and partly pastoral ; and the term " holding " shall include all land of the above character held by the same tenant of the same landlord under the same contract of tenancy.



LOREDS AMENDMENTS

TO

THE IRISH LAND BILL.

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*Ordered, by The House of Commons, to be Printed,  
8 July 1878.*

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[Bill 204.]

*Traded 2 oz.*